

conveyance of such debt to the Lessee it shall be entitled to collect the same and enforce the security therefor in the same manner as the original holder. In the event only a part of the demised premises shall be so condemned and the remainder shall not be rendered unsuitable for the purpose of a drive-in gasoline filling and service station, Lessee shall continue in possession of the remaining portion of the demised premises, and there shall be no abatement of rental. In the event of any such condemnation proceeding, or other taking of the demised premises or any part thereof, Lessee shall have any and all right or rights of action against any public or private authority that shall institute and prosecute such condemnation proceeding for all damages which may accrue to Lessee by reason of any loss, damage or injury to any of its property that shall then be in, on, under or about the demised premises; and such right or rights of action shall be in addition to the rights of Lessee to terminate this Lease as above set forth. Provided the Lessee is not then in default hereunder, Lessor covenants and agrees in the event of any change in grade of any streets, alleys or highways abutting the demised premises or the condemnation of any part of the demised premises, which change in grade or condemnation in part shall not render the demised premises unsuitable for the purpose of a drive-in gasoline filling and service station, that Lessor will apply any award of damages or so much thereof as may be necessary against the cost and expense in readapting the demised premises for use as a drive-in gasoline filling and service station.

XIII. Lessee covenants that Lessor may create a mortgage or Deed of Trust or other lien on the estate of Lessor in the demised premises which may be superior to the interest of Lessee under this Lease, provided that payments of principal and interest on the debt secured by such mortgage or deed of trust or other lien shall be payable monthly in an amount not in excess of the amount per month specified in the note evidencing the said debt, or any extension or renewal thereof, and provided further, that Lessor shall secure the written consent of the mortgagee or lienee, as the case may be, in the case of any default under any such mortgage or deed of trust or other lien not to declare the entire balance due and payable without first giving Lessee, its successors and assigns, thirty (30) days prior written notice of such default and permitting Lessee, its successors and assigns, to cure any such default. In the event of any default under any such mortgage or deed of trust, Lessee, its successors and assigns, may, at its option, cure such default and make any payments required and apply all rents payable by Lessee hereunder to such payments holding the Lessor, its successors and assigns, liable for the balance, if any. Lessor and Lessee covenant that any such mortgagee, beneficiary of a deed of trust or lienee and any assignee of this Lease as collateral security for a loan may perform any covenant or agreement in this Lease contained to be performed by Lessor and may, whether or not any default then exists in respect of such debt, enforce the performance by Lessee of any covenant or agreement in this Lease contained to be performed by Lessee, and further covenant not to amend, modify or terminate this Lease by mutual consent without the consent of such mortgagee, beneficiary of a deed of trust, lienee or assignee.

XIV. It is understood and agreed that either party to this Lease shall have the right to terminate the same at any time upon breach or nonperformance by the other party of the covenants herein contained, provided, that said breach or default of such covenants shall continue for a period of thirty (30) days after notice by one to the other of such breach or default, which notice shall specify

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